



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 309-78

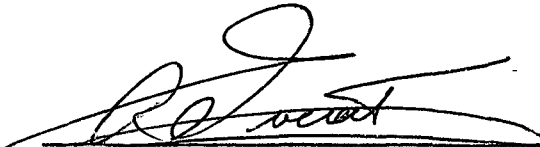
A By-law to authorize the execution of Agreements between The Corporation of the City of Brampton and Canadian Pacific Limited.

The Council of The Corporation of the City of Brampton
ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute Agreements between The Corporation of the City of Brampton and Canadian Pacific Limited in the form attached hereto as Schedule 'A' and 'B'.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 18th day of December, 1978.


James E. Arehdekin, Mayor


Ralph A. Everett, Acting Clerk

AGREEMENT FOR THE LAYING OF PIPE LINES, WATER PIPES, SEWERS, CONDUITS, ETC. UNDER RAILWAY LANDS

THIS AGREEMENT made in triplicate this _____ day of _____, 1978, to be effective the first day of May 1978.

BETWEEN:

CANADIAN PACIFIC LIMITED, hereinafter called the "Railway Company",

of the first part;

and

THE CORPORATION OF THE CITY OF BRAMPTON of the Province of Ontario,

hereinafter called the "Applicant",

of the second part;

Location

WHEREAS the Applicant has applied to the Railway Company for permission to construct and maintain under railway lands a forty-two-inch (42") storm sewer, a forty-eight-inch (48") storm sewer and a manhole at mileage 8.32, Orangeville Subdivision, in the City of Brampton and Province of Ontario - - - - -

----- as shown on the plan hereto attached, number F3-5, Sheet Number 14, revised December 1977, which plan is hereby declared to be part of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

Designation

1. That for the purpose of this agreement the said forty-two-inch (42") storm sewer, forty-eight-inch (48") storm sewer and manhole - - - shall be known and designated as the "said works".

Construction, maintenance and repair

2. That the Railway Company hereby permits the Applicant to construct, maintain and repair the said works under the Railway Company's lands and railway as aforesaid subject to and in accordance with the rules and regulations of the Canadian Transport Commission now made or which may hereafter be made in reference thereto, and to the terms and conditions of this Agreement.

Work of supporting tracks

3. That any work of supporting the Railway Company's tracks or structures or of protecting train movements made necessary by the construction, maintenance or repair of the said works shall be performed by the Railway Company and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefore on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company.

Placement of signs

4. As directed by the Railway Company or required by the applicable Commission Order, that the Applicant at its own expense shall install and maintain at locations satisfactory to the Railway Company, signs prominently marking the said works and their distance underground.

Supervision

5. That the work of construction, renewal and repair of the said works shall be subject to the supervision of a representative of the Railway Company whose instructions shall be strictly followed and whose wages and expenses shall be paid by the Applicant, but the Applicant shall not thereby be relieved from any of its obligation under this agreement. The Applicant shall give to the local Superintendent of the Railway Company at least seven days' - - - notice in writing of intention to do such work, which notice period shall be deemed to include, Saturdays, Sundays and statutory holidays. When construction, renewal or repairs have been completed, the property of the Railway Company shall be restored by the Applicant to its former condition, and the Applicant shall at all times maintain the said works in good order and condition and to the entire satisfaction of the Railway Company.

Indemnity

6. That the Applicant shall at all times wholly indemnify the Railway Company from and against all loss, costs, damage, injury and expense to which the Railway Company may be put by reason of any injury or damage to persons or property caused by the said works or by any substance being carried in the said works or by any works herein provided for, or by the imprudence, neglect or want of skill of the employees or agents of the Applicant in connection with the laying, maintenance, renewal, repair, moving, altering or removal of the said works, or the use thereof, unless the cause of such loss, cost, damage, injury or expense can be traced elsewhere, the burden of proof whereof shall be upon the Applicant.

Applicant's employees on Railway Company's premises

7. That, subject to and in conformity with any rules or regulations now or hereafter in force governing railway employees or the operation of railways, the Applicant and the agents and employees of the Applicant shall have the right to enter upon the lands of the Railway Company at such times as may be necessary for the purpose of the construction, maintenance, inspection, removal and repair of the said works herein contemplated; and that all persons so entering upon the lands of the Railway Company shall assume all risks of and the Railway Company shall not be liable for any injury (including injury resulting in death), loss, damage or expense to such person or his property while on the lands of the Railway Company and the Applicant shall indemnify and save harmless the Railway Company against all claims and demands arising or resulting from any injury (including injury resulting in death), loss, damage or expense in connection therewith.

Default

8. That if at any time during the continuance of this agreement, the Applicant shall neglect to do such work of repair or maintenance as in the opinion of the Railway Company is necessary, the Railway Company may carry out such work of repair or maintenance itself as agent of the Applicant and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefor on the basis of cost plus labour overheads as may be applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company.

Taxes

9. That the Applicant shall indemnify the Railway Company from and against all taxes or assessments of any description whatsoever levied by any authority in respect of the said works herein contemplated.

Fee

10. That the Applicant shall pay to the Railway Company as compensation for the permission hereby granted the sum of ONE HUNDRED AND EIGHTY DOLLARS - - for the first year (which includes a fee of - THIRTY DOLLARS (\$30.00) - - - - for the preparation of the agreement and the sum of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) - per year for each ensuing year, in advance on the first day of May in each year, during the continuance of this agreement, provided that, on the termination of this agreement by either party hereto during any contract year, there shall be no prorata adjustment of such sum.

Moving or
alteration

11. That, should the Railway Company at any time desire, or be ordered by the Canadian Transport Commission or other authority having jurisdiction, to make such changes in the Railway Company's tracks, structures or facilities as would, in the opinion of the Railway Company, necessitate the moving or alteration of the said works herein contemplated or should the Railway Company desire to build on the property crossed by the said works or use it for any other purposes or deem it necessary in order to protect its tracks, structures or property to make any change in the location or construction of said works, the applicant shall, at its own expense and to the entire satisfaction of the Railway Company, perform all such work of moving or altering or carrying out protective measures to safeguard the said works as may be necessary within one month after receipt of notice so to do and should the Applicant fail to perform such work of moving or altering within the time specified, the Railway Company shall have the right to do such work as agent of the Applicant and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefor on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company, and all the provisions of this agreement shall apply to the said works while being moved or altered and in their changed condition or location and to the parties hereto in respect thereof.

Assignment

12. That the Applicant shall not assign, transfer or dispose of this agreement or of the rights and privileges conferred thereby without the consent in writing first obtained of the Railway Company.

Termination

13. That this agreement shall continue and be in force for a period of one (1) year from the date hereof and from year to year thereafter, subject, however, to termination at any time by either party giving to the other party a written notice naming therein a date at least three (3) months from the giving of such notice upon which this agreement shall terminate and on the day so named in such notice this agreement and all rights and privileges thereunder shall come to and end provided that, notwithstanding such termination, the applicant shall continue to be liable to the Railway Company for all payments due and obligations incurred thereunder prior to the date of such termination. The notice above mentioned may be given by mailing it, postage prepaid and registered, addressed to the Superintendent of the Railway Company in the Division in which the said works is located or to the Applicant at the address mentioned above.

Agreement
binding
successors
and assigns

14. That this agreement shall, subject to clause 12 hereof, enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Railway Company, and the heirs, executors, administrators, successors and assigns of the Applicant.

Removal of
Works

15. And that upon the termination of this agreement the Applicant shall, if requested by the Railway Company to so do, remove at the expense of the Applicant, the said works from the lands of the Railway Company, and restore the property of the Railway Company to its original state and condition; provided that the Railway Company may, at its option, perform such work as agent of and at the expense of the Applicant and in either case, the conditions embodied in Paragraphs 6 and 7 hereof shall remain applicable and effective until such time as all work to be performed by the Applicant or by the Railway Company as agent of the Applicant as provided for in this clause shall have been carried out to the entire satisfaction of the Railway Company.

IN WITNESS whereof the parties hereto have executed these presents.

CANADIAN PACIFIC LIMITED

Vice-President

Asst. Secretary

THE CORPORATION OF THE CITY OF BRAMPTON

Terence P. Miller
as Mayor
[Signature]
as Clerk

AGREEMENT FOR THE LAYING OF PIPE LINES, WATER PIPES, SEWERS, CONDUITS, ETC. UNDER RAILWAY LANDS

THIS AGREEMENT made in triplicate this _____ day of _____, 19 78, to be effective the first day of May 1978.

BETWEEN:

CANADIAN PACIFIC LIMITED, hereinafter called the "Railway Company",

of the first part;

and

THE CORPORATION OF THE CITY OF BRAMPTON of the Province of Ontario,

hereinafter called the "Applicant",

of the second part;

Location

WHEREAS the Applicant has applied to the Railway Company for permission to construct and maintain under railway lands a sixty-inch (60") concrete storm sewer at mileage 8.09, Orangeville Subdivision, in the City of Brampton and Province of Ontario, -----

as shown on the plan hereto attached, number F3- 5, Sheet Number 15, revised December 1977, which plan is hereby declared to be part of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

Designation

1. That for the purpose of this agreement the said sixty-inch (60") concrete storm sewer ----- shall be known and designated as the "said works".

Construction, maintenance and repair

2. That the Railway Company hereby permits the Applicant to construct, maintain and repair the said works under the Railway Company's lands and railway as aforesaid subject to and in accordance with the rules and regulations of the Canadian Transport Commission now made or which may hereafter be made in reference thereto, and to the terms and conditions of this Agreement.

Work of supporting tracks

3. That any work of supporting the Railway Company's tracks or structures or of protecting train movements made necessary by the construction, maintenance or repair of the said works shall be performed by the Railway Company and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefore on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company.

Placement of signs

4. As directed by the Railway Company or required by the applicable Commission Order, that the Applicant at its own expense shall install and maintain at locations satisfactory to the Railway Company, signs prominently marking the said works and their distance underground.

APPROVED
.....
Supt.
.....
Regional Engr
.....
Adm Asst to Vice Pres

Supervision

5. That the work of construction, renewal and repair of the said works shall be subject to the supervision of a representative of the Railway Company whose instructions shall be strictly followed and whose wages and expenses shall be paid by the Applicant, but the Applicant shall not thereby be relieved from any of its obligation under this agreement. The Applicant shall give to the local Superintendent of the Railway Company at least seven days' notice in writing of intention to do such work, which notice period shall be deemed to include, Saturdays, Sundays and statutory holidays. When construction, renewal or repairs have been completed, the property of the Railway Company shall be restored by the Applicant to its former condition, and the Applicant shall at all times maintain the said works in good order and condition and to the entire satisfaction of the Railway Company.

Indemnity

6. That the Applicant shall at all times wholly indemnify the Railway Company from and against all loss, costs, damage, injury and expense to which the Railway Company may be put by reason of any injury or damage to persons or property caused by the said works or by any substance being carried in the said works or by any works herein provided for, or by the imprudence, neglect or want of skill of the employees or agents of the Applicant in connection with the laying, maintenance, renewal, repair, moving, altering or removal of the said works, or the use thereof, unless the cause of such loss, cost, damage, injury or expense can be traced elsewhere, the burden of proof whereof shall be upon the Applicant.

Applicant's employees on Railway Company's premises

7. That, subject to and in conformity with any rules or regulations now or hereafter in force governing railway employees or the operation of railways, the Applicant and the agents and employees of the Applicant shall have the right to enter upon the lands of the Railway Company at such times as may be necessary for the purpose of the construction, maintenance, inspection, removal and repair of the said works herein contemplated; and that all persons so entering upon the lands of the Railway Company shall assume all risks of and the Railway Company shall not be liable for any injury (including injury resulting in death), loss, damage or expense to such person or his property while on the lands of the Railway Company and the Applicant shall indemnify and save harmless the Railway Company against all claims and demands arising or resulting from any injury (including injury resulting in death), loss, damage or expense in connection therewith.

Default

8. That if at any time during the continuance of this agreement, the Applicant shall neglect to do such work of repair or maintenance as in the opinion of the Railway Company is necessary, the Railway Company may carry out such work of repair or maintenance itself as agent of the Applicant and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefor on the basis of cost plus labour overheads as may be applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company.

Taxes

9. That the Applicant shall indemnify the Railway Company from and against all taxes or assessments of any description whatsoever levied by any authority in respect of the said works herein contemplated.

Fee

10. That the Applicant shall pay to the Railway Company as compensation for the permission hereby granted the sum of F O R T Y D O L L A R S (\$40.00) for the first year (which includes a fee of - - THIRTY DOLLARS (\$30.00) - - - for the preparation of the agreement and the sum of T E N D O L L A R S (\$10.00) - - - - - per year for each ensuing year, in advance on the firstday of May in each year, during the continuance of this agreement, provided that, on the termination of this agreement by either party hereto during any contract year, there shall be no prorata adjustment of such sum.

Moving or
Alteration

11. That, should the Railway Company at any time desire, or be ordered by the Canadian Transport Commission or other authority having jurisdiction, to make such changes in the Railway Company's tracks, structures or facilities as would, in the opinion of the Railway Company, necessitate the moving or alteration of the said works herein contemplated or should the Railway Company desire to build on the property crossed by the said works or use it for any other purposes or deem it necessary in order to protect its tracks, structures or property to make any change in the location or construction of said works, the applicant shall, at its own expense and to the entire satisfaction of the Railway Company, perform all such work of moving or altering or carrying out protective measures to safeguard the said works as may be necessary within one month after receipt of notice so to do and should the Applicant fail to perform such work of moving or altering within the time specified, the Railway Company shall have the right to do such work as agent of the Applicant and the Applicant shall pay to the Railway Company the entire cost of all such work forthwith upon receipt of certified accounts therefor on the basis of cost plus labour overheads as may be currently applicable and as set by the Railway Association of Canada, and material handling cost as may be currently applicable on the Railway Company, and all the provisions of this agreement shall apply to the said works while being moved or altered and in their changed condition or location and to the parties hereto in respect thereof.

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12. That the Applicant shall not assign, transfer or dispose of this agreement or of the rights and privileges conferred thereby without the consent in writing first obtained of the Railway Company.

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13. That this agreement shall continue and be in force for a period of one (1) year from the date hereof and from year to year thereafter, subject, however, to termination at any time by either party giving to the other party a written notice naming therein a date at least three (3) months from the giving of such notice upon which this agreement shall terminate and on the day so named in such notice this agreement and all rights and privileges thereunder shall come to and end provided that, notwithstanding such termination, the applicant shall continue to be liable to the Railway Company for all payments due and obligations incurred thereunder prior to the date of such termination. The notice above mentioned may be given by mailing it, postage prepaid and registered, addressed to the Superintendent of the Railway Company in the Division in which the said works is located or to the Applicant at the address mentioned above.

Agreement
binding
successors
and assigns

14. That this agreement shall, subject to clause 12 hereof, ensure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Railway Company, and the heirs, executors, administrators, successors and assigns of the Applicant.

removal of
works

15. And that upon the termination of this agreement the Applicant shall, if requested by the Railway Company to so do, remove at the expense of the Applicant, the said works from the lands of the Railway Company, and restore the property of the Railway Company to its original state and condition; provided that the Railway Company may, at its option, perform such work as agent of and at the expense of the Applicant and in either case, the conditions embodied in Paragraphs 6 and 7 hereof shall remain applicable and effective until such time as all work to be performed by the Applicant or by the Railway Company as agent of the Applicant as provided for in this clause shall have been carried out to the entire satisfaction of the Railway Company.

IN WITNESS whereof the parties hereto have executed these presents.

CANADIAN PACIFIC LIMITED

Vice-President

Asst. Secretary

THE CORPORATION OF THE CITY OF BRAMPTON

Terence P. Miller
Mayor

[Signature]
Clerk

PASSED December 18 1978



BY-LAW

No. 309-78

A By-law to authorize the execution
of Agreements between The Corporation
of the City of Brampton and Canadian
Pacific Limited.